

MARCH 31, 2004

~~MARCH 31, 2003~~

CONTRACT PERIOD THROUGH ~~MARCH 31, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PRINTING AND RELATED SERVICES: PRINT-ON-DEMAND INCLUDING PRINT
AND DISTRIBUTE SERVICE
A.K.A PROPERTY TAX STATEMENTS PRINTING & MAILING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **February 3, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
 Jim Meulemans, Assessor's Office
 Dave Browning, Treasurer's Office
 Sharon Tohtsoni, Materials Management

(Please remove Serial 93072-SC from your contract notebooks)

SPECIFICATIONS ON CALL FOR BID FOR: PROPERTY TAX STATEMENTS, PRINTING & MAILING

1.0 INTENT:

The intent of this Call for Bids is to award a three (3) year purchasing agreement. This agreement is to include form design, printing, and mailing from raw data tapes or electronic file transfers of the Maricopa County Treasurer's Property Tax Statements.

2.0 TECHNICAL REQUIREMENTS:

2.1 QUANTITY OF MATERIAL AND DELIVERY POINT:

One million six hundred thousand (1,600,000) or more Property Tax Statements printed and mailed for the Maricopa County Treasurer's Office, located at 301 West Jefferson, Room 100, Phoenix, Arizona 85003-2199, as covered by this bid and subsequent purchase orders only.

2.2 LOCAL FACILITIES:

The successful contractor shall have ownership of printing and mailing facilities located within Maricopa County and shall use and/or maintain them to fulfill the terms of this contract.

2.3 DELIVERY/COMPLETION:

Contractor shall furnish transportation of "raw data" to and from printing location to Treasurer's Office. Delivery required by the dates listed in Section 2.5 and in adherence to contractor's schedule that is submitted with the bid. Penalty for delay in acceptable delivery time is \$100.00 per day or fraction thereof.

Vendor must be able to program printing from raw data tapes or electronic file transfer.

2.4 SITE INSPECTION:

Treasurer, Assessor, and County personnel reserve the right to visit printing site before making a final determination on bid.

2.5 DOCUMENT DESCRIPTIONS:

A sample of each document to be printed and mailed, is provided in the exhibit section of this document for your reference. This configuration is subject to change. Each vendor must present a bid under Option A for each document as listed below. Each vendor is welcome to enter an Option B for suggested reformatting of the information. The Treasurer's Office reserves the right to choose which option best suits its needs. This bid shall include paper.

2.5.1 SECURED PROPERTY: TAX STATEMENTS (Exhibit 1)

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Offset White
- Two (2) Perforations
- Duplex
- A Percentage Will Be Preprinted With Red Ink Designating Back Taxes Owing (Exhibit 1A)
- Quantity: 500,000 To 600,000
- Delivery Date: 1st Business Day in September
- A percentage (1998: 80,000 bills) will include only one remittance stub for full year taxes. (Exhibit 1B)

SERIAL 98209-X

- Approximately 85,000 of these records will be on a tape or file labeled “Multi’s”
These will require special handling. See Mailing A

- Approximately 50,000 of these records will be on a tape or file labeled “Mortgage”. These will require special handling. See Mailing A

2.5.2 SECURED PROPERTY: TAX INFORMATION STATEMENTS (Exhibit 2)

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Offset White
- No Perforations
- Duplex
- Quantity: 400,000 To 600,000
- Mailing Date: 1st Business Day In September

2.5.3 SECURED PROPERTY: JUNE DELINQUENT TAX STATEMENTS (Exhibit 3)

- 1 Page: 8 1/2 x 11 Inch Sheets
- 60 Pound Offset White
- One (1) Perforation
- Single Side Printing
- Quantity: 50,000 To 90,000
- Mailing Date: 1st Business Day In June

2.5.4 SECURED PROPERTY: DECEMBER DELINQUENT TAX STATEMENTS (Exhibit 3A, Same Layout as Exhibit 3)

- 1 Page: 8 1/2 x 11 Inch Sheets
- 60 Pound Offset White
- One (1) Perforation
- Single Sided Printing
- Quantity: 20,000 To 40,000
- Mailing Date: 1st Business Day In December

2.5.5 SECURED PROPERTY : NOTICE OF VALUE STATEMENTS
(Exhibit 4(a)-Residential, 4(b)-Commercial, 4(c)-Agricultural; Current statement will be effective January 1999 with possible DOR revisions following)

- 1 Page : 8 1/2 x 12 Inch Sheets; 4 cards per sheet (finished size 4 1/4 X 6 Inch)
- Blue : 185,000 – 200,000 Residential
- White : 60,000 – 75,000 Commercial
- Green : 4,000 – 5,000 Agricultural
- Duplex Printing
- Cut and separate into finished sizes
- Mailing Date : Last week in January; no later than March 1st
- Notice of Value Statements for new construction and revalues during the year will have a mailing in September (approximately 280,000 individual cards, 70,000 sheets). In the future, multiple mailings (two or three) can occur starting in the month of June.

2.5.6 UNSECURED PERSONAL PROPERTY: TAX STATEMENTS
(Exhibit 5(a)-Mobile Home, 5(b)-Commercial, 5(c)-Resolutions; Color stock samples included.)

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Green: 95,000 Mobile Home
- 60 Pound Blue: 105,000 Commercial
- 60 Pound Tan: 6,000 To 10,000 Resolutions

- Two (2) Perforations
- Pre-Printed On Backside
- Quantity: 125,000
- Delivery Date: Monthly Rolls To Be Coordinated With The Assessor

2.5.7 BUSINESS PROPERTY STATEMENTS (FORM 520)

(Exhibit 6(a)-Agricultural, 6(b)-Secured, 6(c)-Leasing, 6(d)-Commercial; 1998 examples included, DOR will change for 1999 year)

- 1 Page : 8 ½ x 11 Inch Sheets
- Computer processing, laser printing, and bar-coding
- Duplex Printing
- Agricultural : 1,500
- Secured : 1,500
- Leasing : 42,000
 - The above statements are processed as received, does not require lettershop services, and are returned to Assessor
- Commercial : 48,000
 - Sort by company name sequence
 - Extract multi's from table furnished and laser print
 - Extract continuations and laser print
 - Does not require lettershop services
 - Returned to Assessor
- Commercial : 52,000
 - Assessor will submit statement data on CD ROM or floppy disk for input
 - Process utilizing CASS postal system for mailing optimization
 - Fold statement and add pre-folded insert per Assessor instructions
- Mailing Date : End of February or early March (no later than March 15th)
- Additional mailing may occur in May, June, and July for new or non- returned accounts. Printing will be approximately 5,000 per month.

2.5.8 TAX EXEMPTION FORMS

(Exhibit 7(a) – Individual (TES 5); Exhibit 7(b) – Organization (TES 9))

- 1 Page : 8 ½ x 11 Inch Sheets
- 60 Pound Offset Blue : 10,000 Individual
- 60 Pound Offset Green : 3,000 Organization
- No Perforations
- Duplex Printing
- Barcoding Capabilities
- Letter fold and Double-Tab displaying mailing address
- Mailing Date : December 26th

2.6 TYPE OF PRINTING:

The Maricopa County Treasurer's Office requires that all of the above documents be laser printed (OCR Scanable).

Existing information must be placed on single page documents in a manner that will allow the use of the current window envelopes. All payment stubs must meet specifications for high speed check processing equipment, including using 60 pound offset paper. All payment stubs must have straight bottom edges to meet specifications (i.e., not perforated).

2.7 ANNUAL REVISIONS:

Due to legislative changes and Department of Revenue (DOR) requirements, statement formats may change. Please submit an annual cost for statement revisions that may occur over the life of the contract.

2.8 ADDITIONAL MAILING MATERIALS:

Supplement materials are sometimes included when sending statements. The printing agent will be notified of additional “stuffers”. This may involve varying sizes (8 ½ x 11 Inch, 8 ½ x 5 ½ Inch, etc.) with simplex or duplex printing. Include the cost for this service in the bid.

2.9 MAILING SERVICES

This bid will require the printing agent to provide mailing service. If a subcontractor is used for the collating, stuffing, and mailing of printed statements, then include the cost of these services or any related services in the bid.

Mailing should be in the most cost efficient means (i.e., carrier sorts; zip code + four; pre-sorts; bar coding, etc.) pursuant to current Postal Regulations in effect at the time of mailing. The successful bidder must be able to mail to foreign countries. Please include these costs in the total mailing bid.

2.9.1 MAILING OF MULTIPLE TAX STATEMENTS:

When ten (10) or more tax statements go to a single name and address, the vendor may wish to resort the file, in number of documents (weight) order rather than existing table code order. The vendor will either hand address envelopes or pre-print pressure sensitive labels.

*These statements are provided on separate media for special handling which may include UPS, Federal Express or locally available delivery means.

2.9.2 MAILING OF FOREIGN ADDRESSED TAX STATEMENTS:

In the foreign mailing of documents, the vendor will need an application that locates the “Last Line” (city, state, and zip code) to determine if the documents have a U.S. zip code or not.

2.9.3 POSTAGE FOR MAILING TAX STATEMENTS:

Postage funds will be provided by the Maricopa County Treasurer’s Office based on estimates by the successful bidder. A report of usage and unused balance is required after each mailing.

2.9.4 SHIPPING CHARGES FOR DATA TAPES:

The successful bidder is responsible for payment of all charges for postal and or delivery, including premium shipping charges necessary for both sending and receiving data tapes to meet tax statement printing deadlines.

2.10 SUBSEQUENT PRINTING:

Subsequent printings require added verbiage (i.e., Duplicate Tax Statement). Subsequent printing of Secured and or Unsecured Property Tax Statements may be returned to the County Treasurer’s Office located at 301 West Jefferson, Phoenix, Arizona for mailing to taxpayers. The successful bidder is responsible for compliance to delivery schedules.

The vendor is to submit a reasonable turnaround time from receipt of raw data tape or electronic file transfer, to delivery of printed products for subsequent printing with this bid. The vendor is also to state a minimum printing and delivery cost. (Please include an option for folding, inserting and mailing of these statements. In addition to price, please include a delivery schedule.)

2.10.1 SECURED PROPERTY:

2.10.1.1 Resolution Reprints:

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Offset White
- Two (2) Perforations
- Duplex
- Quantity: 30,000
- Raw Data Tapes
- Run Time: Intermittently From September through July
- Approximately 20 Runs

2.10.1.2 Duplicate Tax Statements:

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Offset White
- Two (2) Perforations
- Duplex
- Quantity: 20,000
- Raw Data Tapes
- Run Time: September Through November
- Approximately 10 Runs

2.10.2 UNSECURED PERSONAL PROPERTY

2.10.2.1 Resolution Reprints:

- 1 Page: 8 1/2 x 14 Inch Sheets
- 60 Pound Tan
- One (1) Perforation
- Black Pre-Printed On Backside
- Quantity: 13,000
- Raw Data Tapes
- Run Time: Between March And October
- Approximately 12 Runs

2.11 FORM DESIGN:

The Treasurer's Office requires proof copies for each item to be printed prior to the job being printed. If a vendor should find that a different form design would be advantageous, that vendor should submit the design for consideration in the bid.

Tax Bill Quantities
September to September

	1995	1996	1997	1998
<u>Secured Property</u>				
Tax Statements **	557,062	556,776	534,489	545,645
Tax Information Statements	431,086	478,901	504,540	488,221
June Delinquent Statements	69,918	74,197	80,803	NA
December Delinquent Statements	24,555	27,220	24,268	NA
Subsequent Printings (Duplicates, Resolutions, etc.)	17,942	18,117	27,843	9,000 **
Notice of Value – Residential *	655,000	675,000	705,000	735,000
Notice of Value – Agricultural *	15,000	15,000	15,000	15,000
Notice of Value – Commercial *	260,000	265,000	270,000	274,000
<u>Unsecured Personal Property</u>				
Tax Statements, Mobile Homes	80,511	82,101	84,762	87,127
Tax Statements, Commercial	91,664	99,245	99,202	100,625
Tax Statements, Resolution Rolls	4,025	2,137	2,031	800 **
Commercial *	110,000	110,000	110,000	100,000
Leasing *	45,000	45,000	45,000	45,000
Agricultural *	2,000	2,500	2,500	2,500
Secured *	2,500	2,500	2,500	1,500
Tax Exemption – Individual *	6,500	6,500	6,500	6,500
Tax Exemption – Organization *	2,000	2,000	2,000	2,000

* Approximate Figure

** Approximate Figure Year to Date

3.0 GENERAL SPECIFICATIONS:

3.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

3.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period. The initial contract period shall be effective March 1, 1999, and last through February 28, 2002.

3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

3.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

3.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the

Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.8 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

3.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed

and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Professional Liability. The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

3.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

3.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

3.14 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

3.15 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

3.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

3.17 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

3.18 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

3.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using department shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.21 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

3.22 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

3.23 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

3.24 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

3.25 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.26 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a

vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

3.27 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

3.28 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

3.29 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith by issuing a check payable to Maricopa County.

3.32 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

3.33 REFERENCES:

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

3.34 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

3.35 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.36 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.37 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

3.38 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.39 AMPLIFYING DATA:

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

3.40 GUARANTEE:

The successful bidder must guarantee his product against defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

Generally, workmanship acceptable to the Maricopa County Treasurer's Office is based on standards to be met in relation to clarity of printing and accuracy of placement of required information.

3.41 DELIVERY:

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

3.42 PERFORMANCE BOND:

The successful bidder will be required to furnish a performance bond in the amount of \$80,000.00 within seven (7) days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are requested to tender this bond on American Institute of Architects Document A312. Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. *Performance bonds are to be identified with bid serial number, title and return address.*

3.43 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.44 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

3.45 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

3.46 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

3.47 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

3.48 AWARD:

Award will be made to the overall lowest responsive/responsible bidder meeting specifications.

3.49 D/M/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit D/M/WBE participation on this contract. A list of certified D/M/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

3.50 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 3.50.1 Cancel the contract, if it is currently in effect.
- 3.50.2 Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
- 3.50.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

3.51 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.52 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.53 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

3.54 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: ~~GREGORY R. WHITT~~ **ANDREA STUPKA**
Department of Materials Management
Telephone: (602) 506-3454 **3504**

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

GW/mab

cc: Treasurer's Office
Assessor's Office

3832 E ROESER ROAD, PHOENIX, AZ 85040
MOUNTAIN STATES COMPU-NET, INC., 1142 W. INDIAN SCHOOL RD., PHOENIX, AZ, 85013

PRICING

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BLANKET ORDER# **B0606505** NIGP CODE: **96676**

	PRICING FOR OPTION A	PRICING FOR OPTION B
EXHIBIT 1 - SECURED PROPERTY Tax Statements	<u>\$105/M</u>	<u></u>
EXHIBIT 1A - SECURED PROPERTY Tax Statements With Back Taxes	<u>\$105/M</u>	<u></u>
EXHIBIT 2 - SECURED PROPERTY Tax Information Statements	<u>\$100/M</u>	<u></u>
EXHIBIT 3 - SECURED PROPERTY June Delinquent Tax Statements	<u>\$70/M</u>	<u></u>
EXHIBIT 3 - SECURED PROPERTY December Delinquent Tax Statements	<u>\$70/M</u>	<u></u>
EXHIBIT 4 – SECURED PROPERTY Notice of Value Statements	<u>\$35/M</u>	<u></u>
EXHIBIT 5 - UNSECURED PERSONAL PROPERTY Tax Statements	<u>\$70/M</u>	<u></u>
EXHIBIT 6 – BUSINESS PROPERTY Form 520	<u>\$90/M</u>	<u></u>
EXHIBIT 7 – TAX EXEMPTION FORMS TES 5 & TES 9	<u>\$150/M</u>	<u></u>
SUBSEQUENT PRINTING	<u>Same as above</u>	<u></u>
ADDITIONAL MAILING STUFFERS	<u>\$10/M to \$40/M</u>	<u></u>
ANNUAL REVISIONS (INCLUDING REPROGRAMMING)	<u>First Rev.-No Charge Other Rev.-Charge *See Special Reports/Processing</u>	<u></u>
MAILING (SUBCONTRACTING, POSTAL SORT, BAR CODING, ETC)	<u>Included in pricing</u>	<u></u>
PICK UP AND DELIVERY ON JOBS	<u>\$20 each pick up or delivery</u>	<u></u>

3832 E ROESER ROAD, PHOENIX, AZ 85040
MOUNTAIN STATES COMPU-NET, INC., 1142 W. INDIAN SCHOOL RD., PHOENIX, AZ, 85013

OTHER ITEM(S) IF ANY (PLEASE LIST & PRICE)

Minimum job billing	\$50.	
*Special reports/processing	\$100/Hr.	

F.O.B. Destination: X Yes No

Terms: 2%-15 days
Vendor Number: 860494013
Federal Tax ID Number: 86-0494013
Telephone Number: (602) 277-4413
Fax Number: (602) 277-4702

Contact Person **Fred Schmitt**

Contract Period: To cover the period ending ^{2003.}~~March 31, 2002~~
March 31, 2004